

REMARKS

Applicants have carefully reviewed the Application in light of the Office Action transmitted March 7, 2008 (“*Office Action*”). Claims 1-54 are pending in the Application, and the Examiner rejects all pending claims. Applicants amend Claims 1, 27, 40, and 53. No new matter is added. Applicants respectfully request reconsideration of the pending claims and favorable action in this case.

I. Rejections under 35 U.S.C. § 103(a)

A. Claims 1-5, 14, 18, 23, 27, 31, 40-44, and 53 are patentable over the *Vesel-Ainscow* combination.

The Examiner rejects Claims 1-5, 14, 18, 23, 27, 31, 40-44, and 53 under 35 U.S.C. § 103(a) as unpatentable over U.S. Patent No. 4,993,025 issued to Vesel, et al. (*Vesel*) in view of U.S. Patent No. 5,081,623 issued to Ainscow (“*Ainscow*”). Applicants respectfully traverse this rejection and submit that *Vesel* and *Ainscow*, whether alone or in combination, do not teach or suggest each and every limitation of the claims.

Consider Applicants’ independent Claim 1, as amended, which recites:

An optical node comprising:
a data interface operable to receive data for transmission to a destination node;
a buffer operable to store the data;
a transmitting unit operable to couple to an optical transmission medium having a plurality of data channels and to selectively transmit optical signals on the data channels; and
a controller operable to receive a token authorizing transmission on one of the data channels selected from a group of token-controlled ones of the data channels, to generate a transmission control message identifying the destination node and the authorized data channel, to communicate the transmission control message for receipt by the destination node, to transmit the data on the authorized data channel using the transmitting unit after communicating the transmission control message, and to communicate the token to a next node.

Among other aspects, *Vesel* and *Ainscow* fail to disclose a controller operable (1) “to receive a token authorizing transmission on one of the data channels selected from a group of token-controlled ones of the data channels;” and (2) “to generate a transmission control

message identifying the destination node and the authorized data channel,” as Claim 1 requires.

1. **The *Vesel-Ainscow* combination fails to teach a controller operable to receive a token authorizing transmission on one of the data channels selected from a group of token-controlled ones of the data channels.**

Claim 1 requires “a controller operable to receive a token authorizing transmission on one of the data channels selected from a group of token--controlled ones of the data channels.”

As teaching these aspects, the *Office Action* relies on *Ainscow*, column 3, lines 23-34 and 62-67. *Office Action*, p. 2. The cited portion of *Ainscow* states:

Accordingly, the invention provides a communication network for communication between a plurality of nodes over a multi-channel communication medium, the network comprising a plurality of allocatable channels for data communication between nodes and a control channel for allocating the allocatable channels to individual nodes, characterised in that at least one of the channels operates under a token-passing protocol with a limited message packet length whereby selected messages may be sent between nodes with a predetermined maximum delay.

Col. 3, ll. 23-34. In the above cited portion, *Ainscow* specifies that “at least one of the channels operates under a token-passing protocol.” Col. 3, ll. 30-31. In the background section, *Ainscow* provides the ordinary meaning for this token-passing protocol: “[i]n a token-passing network each node in the network may only transmit information to other nodes when it is in possession of a ‘token,’” and “[t]he predecessor and successor relationships are arranged in the network to define a logical ring such that the token is passed repeatedly around this logical ring.” *Ainscow*, col. 1, ll. 17-20 and 31-32. The *Ainscow* token is thus always associated with the same channel. *Ainscow* fails to disclose “a first token authorizing transmission on one of the data channels selected from a group of token-controlled ones of the data channels,” as Claim 1 requires. *Vesel* fails to remedy the deficiencies of *Ainscow*, as the Examiner appears to agree. See *Office Action*, p. 2. Thus, *Vesel* and *Ainscow*, whether taken alone or in combination, fail to teach or suggest “a controller operable to receive a token authorizing transmission on one of the data channels selected from a group of token-controlled ones of the data channels,” as Claim 1 requires.

2. The *Vesel-Ainscow* combination fails to teach a transmission control message identifying the destination node and the authorized data channel.

Claim 1 requires “to generate a transmission control message identifying the destination node and the authorized data channel.”

As teaching these aspects, the *Office Action* relies on *Vesel*, column 6, lines 39-60. *Office Action*, p. 7. In the cited portion, *Vesel* states, “[t]he transmitting node first sends a query to determine whether the destination node can accept the information packet.” *Vesel*, col. 6, ll. 54-56. However, *Vesel* fails to teach a “message identifying the destination node and the authorized data channel,” as Claim 1 requires. *Ainscow* fails to remedy the deficiencies of *Vesel*. Thus, *Vesel* and *Ainscow*, whether taken alone or in combination, fail to teach or suggest “to generate a transmission control message identifying the destination node and the authorized data channel,” as Claim 1 requires.

Independent Claims 14, 27, 40, and 53 include limitations that, for substantially similar reasons, are not disclosed by *Vesel* and *Ainscow*. Because the references fail to teach or suggest all limitations of the claims, Applicants respectfully request reconsideration and allowance of Claims 1, 14, 27, 40, and 53.

3. The Dependent Claims Include Many Separately Patentable Limitations

As just one example, consider dependent Claim 2, which recites:

The optical node of Claim 1, wherein the controller is further operable to determine timing information associated with transmission of the data, to identify the timing information in the transmission control message, and to transmit the data in accordance with the timing information.

As teaching these aspects, the *Office Action* relies in part on *Vesel*’s figure 3A. *Office Action*, p. 7. This figure merely describes “the duration that the data has been waiting in the queuing buffer.” Col. 5, ll. 11-12. At a minimum, *Vesel* fails to teach “transmit[ing] the data in accordance with the timing information,” as Claim 2 requires. Thus, *Vesel* does not describe, expressly or inherently, all aspects of Claim 2 or, for similar reasons, Claims 15, 28, 41, and 54.

Applicants respectfully request consideration of the separately patentable limitations in this and the other dependent claims.

B. Claims 6, 19, 32, and 45 are patentable over the *Vesel--Ainscow-Dell* combination.

The Examiner rejects Claims 6, 19, 32, and 45 under 35 U.S.C. § 103(a) as unpatentable over *Vesel* and *Ainscow* further in view of U.S. Publication No. 2002/0136230 issued to Dell, et al. ("*Dell*").

As described above, *Vesel* and *Ainscow* fail to teach or suggest each and every limitation of independent Claims 1, 14, 27, and 40. Accordingly, *Vesel* and *Ainscow* fail to teach or suggest every limitation of Claims 6, 19, 32, and 45 because these dependent claims incorporate the limitations of their respective independent claims. *Dell* fails to remedy the deficiencies of *Vesel* and *Ainscow*.

Thus, *Vesel*, *Ainscow*, and *Dell*, whether taken alone or in combination, fail to teach or suggest all limitations of Claims 6, 19, 32, and 45. Because the references fail to teach or suggest all limitations of the claims, Applicants respectfully request reconsideration and allowance of Claims 6, 19, 32, and 45.

C. Claims 9, 13, 26, 35, 39, 48, and 52 are patentable over the *Vesel-Ainscow-Howe* combination.

The Examiner rejects Claims 9, 13, 26, 35, 39, 48, and 52 under 35 U.S.C. § 103(a) as unpatentable over *Vesel* and *Ainscow* further in view of U.S. Publication No. 2005/0058149 issued to Howe. ("*Howe*").

As described above, *Vesel* and *Ainscow* fail to describe, expressly or inherently, each and every limitation of independent Claims 1, 14, 27, and 40. Accordingly, *Vesel* and *Ainscow* fail to teach or suggest every limitation of Claims 9, 13, 26, 35, 39, 48, and 52 because these dependent claims incorporate the limitations of their respective independent claims. *Howe* fails to remedy the deficiencies of *Vesel* and *Ainscow*.

Thus, *Vesel*, *Ainscow*, and *Howe*, whether taken alone or in combination, fail to teach or suggest all limitations of Claims 9, 13, 26, 35, 39, 48, and 52. Because the references fail to teach or suggest all limitations of the claims, Applicants respectfully request reconsideration and allowance of Claims 9, 13, 26, 35, 39, 48, and 52.

CONCLUSION

Applicants have made an earnest attempt to place this case in condition for allowance. For the foregoing reasons and for all other reasons clear and apparent, Applicants respectfully request reconsideration and allowance of this Application.

If the Examiner feels prosecution of the present Application may be advanced by a telephone conference, Applicants invite the Examiner to contact the undersigned attorney at (214) 953-6584.

Although no fees are believed to be due, the Commissioner is hereby authorized to charge any fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

BAKER BOTTS L.L.P.
Attorneys for Applicants



Kurt M. Pankratz
Reg. No. 46,977

Date: June 6, 2008

Customer No. **05073**